

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rockport Healthcare Group, Inc.		07/02/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Rockport Community Network, Inc.		
Street Address:	50 Briar Hollow Lane, Suite 515W		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77027		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3442496	BRIDGEPORT	
Registration Number:	3166220	ROCKPORT HEALTHCARE GROUP	
Registration Number:	3211829	BRIDGEPORT	
CORRESPONDENCE DATA			
Fax Number:	(415)268-7522		
Phone:	415-268-6327		
Email:	kfraser@mofa.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Lynn M. Humphreys, Morrison & Foerster		
Address Line 1:	425 Market Street		
Address Line 4:	San Francisco, CALIFORNIA 94105-2482		
ATTORNEY DOCKET NUMBER:	68365-6		
NAME OF SUBMITTER:	Lynn M. Humphreys		

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Signature:	/Lynn M. Humphreys/
Date:	12/06/2011
Total Attachments: 5 source=68365-6 Trademark Assignment for Rockport Community Network, Inc#page1.tif source=68365-6 Trademark Assignment for Rockport Community Network, Inc#page2.tif source=68365-6 Trademark Assignment for Rockport Community Network, Inc#page3.tif source=68365-6 Trademark Assignment for Rockport Community Network, Inc#page4.tif source=68365-6 Trademark Assignment for Rockport Community Network, Inc#page5.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Agreement"), dated as of July 2, 2007, is between Rockport Healthcare Group, Inc., a Delaware corporation ("Parent"), and Rockport Community Network, Inc., a Nevada corporation (the "Company" and together with Parent, each a "Party" and collectively, the "Parties").

RECITALS

A. The parties entered into that certain Distribution and Contribution Agreement, dated as of July 2, 2007 (the "Contribution Agreement"). Capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Contribution Agreement.

B. Parent has adopted, is using, and owns the marks, names, logos, and phrases set forth in the attached Schedule A (collectively, the "Marks").

C. Parent desires to transfer, assign, convey, deliver, grant, and contribute to the Company all of Parent's right, title, and interest in and to the Marks and the goodwill of the business associated therewith and all registrations of, and applications to register, the Marks, and the Company desires to accept the Marks and the goodwill of the business associated therewith and all registrations of, and applications to register, the Marks, in each case upon the terms and subject to the conditions set forth in this Agreement, and as a contribution of capital.

D. It is a condition of the consummation of the transactions contemplated by the Contribution Agreement that Parent assign all of the Marks to the Company.

The parties to this Agreement, intending to be legally bound, agree as follows:

AGREEMENT

Section 1. **Intellectual Property Assignment.** On the terms and subject to the conditions set forth in this Agreement, Parent hereby irrevocably transfers, conveys, assigns, delivers, grants, and contributes to the Company, its successors, and assigns, free and clear of all liens and encumbrances of any kind, without further consideration therefor, and the Company hereby receives and accepts as a contribution from Parent, all of Parent's rights, title, benefits, powers, privileges, and interests in, to, and under each Mark, together with all claims for damages by reason of past infringements and the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns, and other legal representatives.

Section 2. **Further Actions.** At any time and from time to time after the date hereof, at the Company's reasonable request and without further consideration therefor, Parent agrees that it will execute and deliver to the Company such other instruments of transfer, conveyance, assignment, delivery, grant, and contribution, provide such materials and information, and take such other actions, as may reasonably be necessary in order more effectively to transfer, convey, assign, deliver, grant, and contribute unto the Company, or confirm the Company's rights, title, benefits, enjoyment, powers, privileges, and interests in, to, or under all of the Marks of Parent transferred, conveyed, assigned, delivered, granted, and contributed by Parent to the Company

pursuant hereto, to put the Company in actual possession and control of the Marks of Parent to the full extent permitted by applicable law, and to assist the Company in exercising and enjoying all rights, benefits, enjoyment, powers, privileges, and interests appurtenant thereto.

Section 3. **Terms of the Contribution Agreement.** Parent acknowledges and agrees that the representations, warranties, covenants, agreements, and indemnities contained in the Contribution Agreement shall not be enlarged, modified, altered, or superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.

Section 4. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 5. **Severability.** Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

Section 6. **Entire Agreement.** This Agreement (together with the Contribution Agreement and exhibits, schedules, annexes, appendices, and the other documents delivered pursuant hereto or thereto, which are incorporated herein by reference) constitutes the entire agreement of the Parties and supersedes all prior understanding, agreements, representations, or undertakings, both written and oral, by or among the Parties, or any of them, with respect to the subject matter hereof and thereof.

Section 7. **Third-Party Beneficiaries.** No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations, or liabilities hereunder upon any person other than the Parties hereto and their respective successors and permitted assigns. Without limiting the generality of the foregoing, other than as an express party to this Agreement or the other documents contemplated hereby, if applicable, no creditor of any of the Parties shall have any rights under this Agreement or any of the other documents contemplated hereby.

Section 8. **Succession and Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective permitted successors and assigns. No Party may assign either this Agreement or any of its rights, interests, or obligations hereunder (whether by operation of law or otherwise) without the prior written approval of Parent and the Company; *provided, however*, that the Company may (i) assign any or all of its rights and interests hereunder to one or more of its Affiliates and (ii) designate one or more of its Affiliates to perform its obligations hereunder (in any or all of which cases the Company nonetheless shall remain responsible for the performance of all of its obligations hereunder). Any assignment in violation of the foregoing shall be null and void.

Section 9. **Construction.** The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any

of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean "including without limitation." The Parties intend that each representation, warranty, and covenant contained herein shall have independent significance. If any Party has breached any representation, warranty, or covenant contained herein in any respect, the fact that there exists another representation, warranty, or covenant relating to the same subject matter (regardless of the relative levels of specificity) that the Party has not breached shall not detract from or mitigate the fact that the Party is in breach of the first representation, warranty, or covenant.

Section 10. Governing Law. This Agreement, including any legal action, suit, or proceeding arising out of or relating to this Agreement, whether in tort, contract, or equity, shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without regard to conflict-of-law principles that would result in the application of any Law other than the Laws of the State of Delaware.

Section 11. Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Company and Parent. No waiver by any Party of any right, power, privilege, or claim under or provision of this Agreement or any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party making such waiver nor shall such waiver be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such default, misrepresentation, or breach of warranty or covenant.

Section 12. Specific Performance. Except as specifically set forth herein, the Parties recognize that in the event Parent should refuse to perform under the provisions of this Agreement, monetary damages alone will not be adequate. The Company shall therefore be entitled, in addition to any other remedies that may be available, including money damages, to obtain specific performance of the terms of this Agreement. In the event of any action to enforce this Agreement specifically, Parent hereby waives the defense that there is an adequate remedy at law.

Section 13. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for all purposes.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement as of the day and year first above written.

PARENT:

ROCKPORT HEALTHCARE GROUP, INC.







By: Harry M. Neer
Name: Harry M. Neer
Title: President and Chief Executive Officer

COMPANY:

ROCKPORT COMMUNITY NETWORK, INC.

By: Harry M. Neer
Name: Harry M. Neer
Title: President

**Schedule A
Marks**

Service Mark	Reg. No.	Reg. Date	Ser. No.	Filed	Status
	2,844,282	05-25-2004	76-433,070	07-22-2002	Live
	N/A	N/A	N/A	N/A	Live
	3,166,220 (prior registration 2,844,282)	10-31-2006	78-500,882	10-15-2004	Live
	N/A	N/A	N/A	N/A	Live
	3,211,829	02-20-2007	78-500,879	10-15-2004	Live
	Applied For	Applied For	78-748,600	11-07-2005	Live
ROCKPORT UNITED NETWORK	2,855,560	06-22-2004	76-430,438	07-15-2002	Live
ROCKPORT	2,796,907	12-23-2003	76-430-441	07-15-2002	Live
INFORMEDCARE	Abandoned	Abandoned	76-430,440	07-15-2002	Dead